

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Steelite International U.S.A. Inc.		03/24/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1828315		
<b>Registration Number:</b>	1824451	GOTHIC	
<b>Registration Number:</b>	1830391	SEVILLE	
<b>Registration Number:</b>	1702524	LYRICA	
<b>Registration Number:</b>	1956277	AMERIWHITE	
<b>Registration Number:</b>	1957774	PRISTINE	
<b>Registration Number:</b>	1962009	ALPHALAIN	
<b>Registration Number:</b>	2043775	MILFORD	
<b>Registration Number:</b>	3209733	PESTO	
<b>Registration Number:</b>	3181953	ALEXA	
<b>Registration Number:</b>	3204609	ALEXA	
<b>Registration Number:</b>	3235380	RE-21	
<b>Registration Number:</b>	3651604	THE HOMER LAUGHLIN CHINA COMPANY	
<b>Registration Number:</b>	3370008	HLC	
<b>Registration Number:</b>	3338364	THE HOMER LAUGHLIN CHINA CO.	
<b>Registration Number:</b>	3485993	FLIPSIDE	
<b>Registration Number:</b>	3493632	FLIPSIDE	
<b>Registration Number:</b>	3762027	KENSINGTON	
<b>Registration Number:</b>	4101259	BOSQUE	
<b>TRADEMARK</b>			

OP \$965.00 1828315

Property Type	Number	Word Mark
Registration Number:	4369158	YOU'LL LIKE WHAT WE BRING TO THE TABLE
Registration Number:	4369157	HLC
Registration Number:	1734880	HALL
Registration Number:	1739893	HALL
Registration Number:	4616028	ARCTIC WHITE
Registration Number:	4810848	ARCTIC WHITE
Registration Number:	5058628	NADIA
Registration Number:	5058844	NADIA
Registration Number:	5614262	AURORA
Registration Number:	5215226	BROWNFIELD
Registration Number:	5323826	FOUNDRY
Registration Number:	5741927	SEPIA
Registration Number:	5741928	COPPER
Registration Number:	5684159	FRESCO
Registration Number:	5783291	GALA
Registration Number:	5893399	AMERICANA
Registration Number:	3485808	KENILWORTH
Registration Number:	4960603	GENUINE MANUFACTURER
Registration Number:	4906328	GENUINE MANUFACTURER

**CORRESPONDENCE DATA**

**Fax Number:** 8888295819

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 888-829-5817

**Email:** Results-UCCTeam2@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 208 South LaSalle St.

**Address Line 2:** Suite 814

**Address Line 4:** Chicago, ILLINOIS 60604

**NAME OF SUBMITTER:** Gregory T. Pealer

**SIGNATURE:** /Gregory T. Pealer/

**DATE SIGNED:** 03/25/2020

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Steelite International U.S.A. Inc.

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 24, 2020

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship U.S.A.
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4312963

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

38

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

March 24, 2020

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2020 (this "*Trademark Security Agreement*"), is made by Steelite International U.S.A. Inc., a New Jersey corporation ("*Grantor*"), in favor of BMO Harris Bank N.A. ("*BMO*"), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among Glazed Holdings, Inc., a Delaware corporation, ST Athena Global LLC, a Delaware limited liability company ("*US Borrower*"), ST Athena Global Holdings Limited, a company incorporated under the laws of England and Wales, the Lenders (as this and other capitalized terms used in this Preamble without definition are defined in the Credit Agreement) and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrowers pursuant to the Credit Agreement, Grantor hereby agrees with Agent as follows:

## SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

## SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the the following Collateral of Grantor (the "*Trademark Collateral*");

*provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto) referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

### SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

### SECTION 4. GRANTOR REMAINS LIABLE.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

### SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Trademark Security

Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

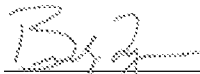
The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STEELITE INTERNATIONAL U.S.A. INC., as  
Grantor

By:  \_\_\_\_\_  
Name: Brody Lynn  
Title: Vice President and Assistant Secretary

Acknowledged and Agreed as of the  
date first above written:

BMO HARRIS BANK N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STEELITE INTERNATIONAL U.S.A. INC., as  
Grantor

By: \_\_\_\_\_

Name: Brody Lynn

Title: Vice President and Assistant Secretary

Acknowledged and Agreed as of the  
date first above written:

BMO HARRIS BANK N.A., as Agent

By Betzaida Erdelyi  
Name: Betzaida Erdelyi  
Its: Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Registration Name	Registration Number	Registration Date
LOGO (Fleur-d'-lis)	1,828,315	March 29, 1994
GOTHIC	1,824,451	March 1, 1994
SEVILLE	1,830,391	April 12, 1994
LYRICA	1,702,524	July 21, 1992
AMERIWHITE	1,956,277	February 13, 1996
PRISTINE	1,957,774	February 20, 1996
ALPHALAIN	1,962,009	March 12, 1996
MILFORD	2,043,775	March 11, 1997
PESTO	3,209,733	February 13, 2007
ALEXA (Text)	3,181,953	December 5, 2006
ALEXA (Stylized)	3,204,609	January 30, 2007
RE-21	3,235,380	April 24, 2007
THE HOMER LAUGHLIN CHINA COMPANY	3,651,604	July 7, 2009
HLC	3,370,008	January 15, 2008
NEW LOGO (Text & Fleur-d'-lis)	3,338,364	November 20, 2007
FLIPSIDE (Plain Text)	3,485,993	August 12, 2008
FLIPSIDE (Stylized)	3,493,632	August 26, 2008
KENSINGTON	3,762,027	March 23, 2010
BOSQUE	4,101,259	February 21, 2012
YOU'LL LIKE WHAT WE BRING TO THE TABLE	4,369,158	July 16, 2013
HLC (Logo)	4,369,157	July 16, 2013
HALL	1,734,880	October 24, 1992
HALL	1,739,893	December 15, 1992

Registration Name	Registration Number	Registration Date
ARCTIC WHITE (Text)	4,616,028	October 7, 2014
ARCTIC WHITE (Logo)	4,810,848	September 15, 2015
NADIA (Text)	5,058,628	October 11, 2016
NADIA (Logo)	5,058,844	October 11, 2016
AURORA	5,614,262	November 27, 2018
BROWNFIELD	5,215,226	May 30, 2017
FOUNDRY	5,323,826	October 31, 2017
SEPIA	5,741,927	April 30, 2019
COPPER	5,741,928	April 30, 2019
FRESCO	5,684,159	February 26, 2019
GALA	5,783,291	June 18, 2019
AMERICANA	5,893,399	October 22, 2019
KENILWORTH	3,485,808	August 12, 2008
HALL and Design (Canada)	TMA227199	April 14, 1978
HALL and Design (Canada)	TMA227200	April 14, 1978
GENUINE MANUFACTURER	4,960,603	May 17, 2016
GENUINE MANUFACTURER	4,906,328	February 23, 2016